

EXHIBIT A

IMPORTANT LEGAL MATERIALS

CLAIM FORM

GENERAL INSTRUCTIONS

You can submit a Claim for a Class Payment under this Settlement if you purchased any Poppi beverage in the United States **between January 23, 2020, and [Settlement Notice Date]**. A maximum of one Claim Form may be submitted for a single Household.

To obtain a Class Payment from the Settlement you must complete and return this Claim Form. Completed Claim Forms must be mailed to the Settlement Administrator at [address/telephone number] or can be submitted via the settlement Website, www.poppisettlement.com. **Claim Forms must be POSTMARKED or SUBMITTED ONLINE NO LATER THAN sixty (60) calendar days after [the Settlement Notice Date].**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Settlement Notice available at www.poppisettlement.com. Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Settlement. By submitting this Claim Form, you acknowledge that you have read and understand the Settlement Notice at issue, and you agree to release the Released Claims which is included as a material term of the Settlement.

If you fail to timely submit a Claim Form, you will be precluded from any recovery from the Settlement. If you are a member of the Class and you do not timely and validly seek to Opt-Out from the Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. To receive the most current information and receive regular updates, please visit the settlement Website at www.poppisettlement.com.

The information you provide will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

Claimant Information

Claimant Name:

First Name	MI	Last Name
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Street Address: _____

Street Address2: _____

City: _____ State: _____ Zip Code: _____

[optional] Daytime Phone Number: () -

[optional] Evening Phone Number: () -

E-mail Address: _____

Class Payment Information

All claimants may receive a Class Payment of up to the following: seventy-five cents (\$0.75) per Single Can Unit of the Product purchased; three dollars (\$3.00) per 4-pack Unit of the Product purchased; six dollars (\$6.00) per 8-pack Unit of the Product purchased; and nine dollars (\$9.00) per 12-pack or 15-pack Unit of the Product purchased. All Claimants that submit a valid Claim are entitled to a Minimum Class Payment of five dollars (\$5.00). However, the actual Class Payment received may be reduced or increased pro rata depending on the number of valid Claims and the cost of other expenses paid out of the Settlement Fund.

If you **do not** provide Proof of Purchase, you can claim a maximum Class Payment of **\$16.00** per Household. A “Household” means any number of persons occupying the same dwelling unit. If multiple Claims are submitted from the same Household, those Claims shall be treated as a single Claim. A “Household” means any number of persons occupying the same dwelling unit. If multiple Claims are submitted from the same Household, those Claims shall be treated as a single Claim, including for purposes of determining the maximum Class Payment without Proof of Purchase.

“Proof of Purchase” means a receipt or other documentation from a third-party commercial source (*i.e.*, a store or online retailer) that reasonably establishes the fact and date of purchase of Products by a Class Member between January 23, 2020 and the [Settlement Notice Date].

“Single Can Unit” means a single quantity of a 12-ounce or 16-ounce can of the Products as sold at retail; “4-pack Unit” means a single quantity of a 4-pack of the Products as sold at retail; “8-pack Unit” means a single quantity of an 8-pack of the Products as sold at retail; “12-pack Unit” means a single quantity of a 12-pack of the Products as sold at retail; and “15-pack Unit” means a single quantity of a 15-pack of the Products as sold at retail.

Purchase Information

1. Did you purchase any Poppi beverages in the United States between January 23, 2020, and [Settlement Notice Date]?

☐

Yes

☐

No

2. How many Single Can Unit(s) did you purchase? _____
3. How many 4-pack Unit(s) did you purchase? _____
4. How many 8-pack Unit(s) did you purchase? _____
5. How many 12-pack Unit(s) did you purchase? _____
6. How many 15-pack Unit(s) did you purchase? _____

To provide Proof of Purchase, attach it to this form.

If you **are not** providing Proof of Purchase, you must answer question 7:

7. Please provide the following information about specific Product(s) you purchased. (Complete this section if you are not including proof of purchase). You may attach additional sheets of paper if necessary to provide all requested information.

Poppi Product purchased (Single Can Unit, 4-pack Unit, 8-pack Unit, 12-pack Unit, or 15-pack Unit)	Approximate Month & Year of Purchase	Place of Purchase	Number of Units Purchased
	TOTAL		

I wish to receive my payment by:

☐ **PayPal** – Provide your PayPal email address: _____

☐ **Venmo** – Provide the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** – Provide the email address or mobile number associated with your Zelle account:

☐ **ACH Transfer** – Provide the account number, routing number, and type of account associated with your bank account:

_____ Account Type: ☐ Checking ☐ Savings

 Account Number Routing Number ☐ Business

☐ **Physical Check** – Payment will be mailed to the address provided above.

Certification under Penalty of Perjury

I hereby certify under penalty of perjury that:

1. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
2. Any additional documentation information I provided with this Claim Form to support my Claim is original or else a complete and true copy of the original(s);
3. I am not (a) a person who purchased or acquired the Product for resale or distribution; (b) a government entity; nor (c) a judge to whom this Action is assigned, or any member of the judge's immediate family;
4. I have not submitted any other Claim for the same purchases and have not authorized any other person or entity to do so, and know of no other person or entity having done so on my behalf;
5. I understand that by not opting out of the Settlement, I have given a complete release of all Released Claims; and
6. I understand that Claims will be audited for veracity, accuracy, and fraud. Claims Forms that are not valid and/or illegible can be rejected.

I hereby certify under penalty of perjury, under the laws of the United States, that the above is correct.

Signature: _____ Dated: ____ / ____ / ____

Location: